

- 29. Accept and authorize the Chairman to execute the Certificate of Completion for CC-1184-02/BJC – Seminole Osceola Road Landfill Roadway, with Gibbs & Register, Inc. of Winter Garden (Certificate of Completion).**

CC-1184-02/BJC provided all labor, materials, equipment, coordination and incidentals necessary for the construction of the Osceola Road Landfill Roadway. As of May 28, 2003, all work and documentation have been satisfactorily completed. Environmental Services/PEI and Fiscal Services/Purchasing and Contracts Division recommend that the Board approve the acceptance of this project and authorize the Chairman to execute the Certificate of Completion.

CONTRACTOR'S WAIVER OF LIEN (Final and Complete)

Copy of Affidavit To Be Presented With CONTRACTOR'S Request For Final Payment

State of FLORIDA County of ORANGE

JOHN W. GIBBS, being duly sworn according to law, deposes and says that he is the PRESIDENT (Title of Office of GIBBS & REGISTER, INC., CONTRACTOR in a Contract entered into between the CONTRACTOR and COUNTY for the OSCEOLA ROAD LANDFILL ROADWAY and that he is authorized to and does make this affidavit in behalf of said Contractor.

The Affiant further deposes and says:

1. That all Work has been performed in accordance with the terms of the Contract Documents, the CONTRACTOR alone has made all subcontracts, and the CONTRACTOR and his subcontractors have purchased all Materials and fixtures and employed all labor in the performance of the Work.
2. That all laborers, materialmen, mechanics, manufacture and subcontractors who have furnished services, labor, fixtures or materials or any one or all of these items have been satisfied and paid in full for the Work performed, materials, fixtures, or services supplied. That the CONTRACTOR is not indebted to any person or laborer or Materials used in connection with the Work in any amount whatsoever.
3. That there are no outstanding claims of any nature, contractual or otherwise, or for any personal injury, death or property damage, arising from or associated with the performance of the Work that might be the basis of any claim, suite, lien or demand that could be asserted against either the COUNTY or the CONTRACTORS.
4. That all Bonds and insurance policies required under the Contract Documents are presently in effect and shall not be permitted to expire for the time periods required by the Contract Documents.
5. This affidavit is made for the purpose of inducing the COUNTY to make Final Payment, and acceptance of such Final Payment by CONTRACTOR shall release the COUNTY from any further liability under the Contract Documents.

Signature of Affiant JOHN W. GIBBS

PRESIDENT Title

State of FLORIDA )  
County of ORANGE ) ss

The foregoing instrument was acknowledged before me this 9TH day of JANUARY, 2003, by JOHN W. GIBBS, who is personally known to me or who has produced as identification.

Signature



Laurie A. Hedrick  
Commission # CG 825664  
Expires May 31, 2003  
Bonded Thru  
Atlantic Bonding Co., Inc.

Print name: LAURIE A. HEDRICK  
Notary Public in and for the County and  
State Aforementioned

My commission expires: 5/31/03



GIBBS & REGISTER, INC.

438 North Dillard Street  
Winter Garden, Florida 34787  
Telephone: (407) 654-6133  
Facsimile: (407) 654-6134

### WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT

The undersigned lienor, ACF Environmental, in consideration of the final payment in the amount of Two Thousand Five Hundred Three and 80/100 Dollars, (\$2,503.80) hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished to Gibbs & Register, Inc. on the job of Seminole County for the following described property:

Osceola Road Landfill Roadway

DATED on February 20<sup>th</sup>, 2003.

By: \_\_\_\_\_

TERAL Fuller - 800-223-9021  
Printed Name and phone number

STATE OF Virginia  
~~FLORIDA~~

County of Chesterfield

SWORN TO AND SUBSCRIBED before me this 20<sup>th</sup> day of February, 2003 who took an oath and who is personally known to me or produced identification.

NOTARY PUBLIC: Sharon R. Higgins

Notary Seal: 02/28/05

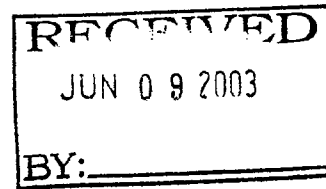
RECEIVED  
FEB 26 2003  
BY: \_\_\_\_\_

29



GIBBS &amp; REGISTER, INC.

438 North Dillard Street  
Winter Garden, Florida 34787  
Telephone: (407) 654-6133  
Facsimile: (407) 654-6134

**WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT**

The undersigned lienor, Angelos Recycled Material, in consideration of the final payment in the amount of Ten and No/100 Dollars, (\$10.00) hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished to Gibbs & Register, Inc. on the job of Seminole County for the following described property:

Osceola Road Landfill Roadway

DATED on May 28<sup>th</sup>, 2003.By: Tammy Simmons

Tammy Simmons 222-581-1584  
Printed Name and phone number

STATE OF FLORIDA

County of Pine Hills

SWORN TO AND SUBSCRIBED before me this 28<sup>th</sup> day of May, 2003 who took an oath and who is personally known to me or produced identification.

NOTARY PUBLIC: Mary E. Golik

Notary Seal:



5/20/03

TOTAL P.03

29



GIBBS &amp; REGISTER, INC.

438 North Dillard Street  
Winter Garden, Florida 34787  
Telephone: (407) 654-6133  
Facsimile: (407) 654-6134

**WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT**

The undersigned lienor, Bechris Machinery Company, in consideration of the final payment in the amount of Ten and No/100 Dollars, (\$10.00) hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished to Gibbs & Register, Inc. on the job of Seminole County for the following described property:

Osceola Road Landfill Roadway

DATED on 2/10/03, 2003.

By: James B. Simmons, Pres

James B. Simmons, Pres  
Printed Name and phone number

407-816-0246

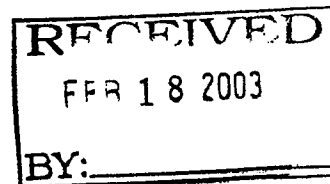
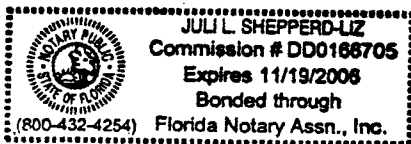
STATE OF FLORIDA

County of Orange

SWORN TO AND SUBSCRIBED before me this 10 day of February, 2003 who took an oath and who is personally known to me or produced identification: James B. Simmons, Pres

NOTARY PUBLIC: Juli L. Shepperd

Notary Seal:



2/11/03

TOTAL P.02



GIBBS & REGISTER, INC.

438 North Dillard Street  
Winter Garden, Florida 34787  
Telephone: (407) 654-6133  
Facsimile: (407) 654-6134

WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT

The undersigned lienor, Montgomery Hauling, in consideration of the final payment in the amount of Ten and No/100 Dollars, (\$10.00) hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished to Gibbs & Register, Inc. on the job of Seminole County for the following described property:

Osceola Road Landfill Roadway

DATED on April 9, 2003.

By: Suzanne Mintel

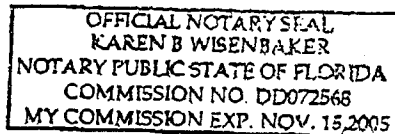
SUZANNE Mintel  
Printed Name and phone number

STATE OF FLORIDA  
County of Sumter

SWORN TO AND SUBSCRIBED before me this 9<sup>th</sup> day of April, 2003 who took an oath and who is personally known to me or produced identification:

NOTARY PUBLIC: Karen B Wisenbaker

Notary Seal:





APAC-Florida, Inc. • Central Florida Division

Orlando Branch • 3504 Lake Lynda Drive, Ste. 170 • Orlando, Florida 32817 • (407) 208-1445

## WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT

The undersigned lienor, in consideration of final payment of in the amount of \$83,103.25 (eighty three thousand one hundred three and 25/100 dollars), hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished to Gibbs & Register on the job of Osceola Road Landfill Roadway to the following described property contingent upon said funds being received and clearing our financial institute:

PORTION OF SECTION 24, TOWSHIP 25 SOUTH,  
RANGE 29 EAST, MORE PARTICULARLY  
DESCRIBED IN O.R. BOOK 2009, PAGE 887

Dated on March 28, 2003

Lienor's Name: APAC-Florida, Inc.

Address: 4636 Scarborough Drive  
Lutz, FL 33549

By: 

Printed Name: Mark S. Marine  
Orlando Branch Manager

State of Florida  
County of Orange

Sworn to and subscribed before me  
this 28<sup>th</sup> day of March 2003.

  
Notary Public  
My commission expires:



Orpha Livingston  
My Commission CC962940  
Expires September 20, 2004

*NOTE: This is a statutory form prescribed by Section 713.20, Florida Statutes (1996). Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form.*

# CONSENT OF SURETY TO FINAL PAYMENT

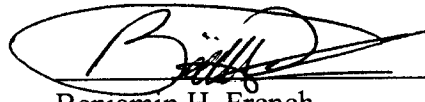
29

We, the St. Paul Fire & Marine Insurance Company, having heretofore executed Performance and Payment Bonds for the above named CONTRACTOR covering the Projects as described above in the sum of Four hundred ten thousand one hundred ninety-eight and 00/100 Dollars (\$410,198.00) hereby agree that the COUNTY may make full payment of the final estimate, including the retained percentage, to said CONTRACTOR. The Surety concurs that full payment to the CONTRACTOR is appropriate and the Surety expressly releases the COUNTY from all liability to Surety resulting from full payment to CONTRACTOR.

It is fully understood that the granting of the right to the COUNTY to make payment of the final estimate to said CONTRACTOR and /or his assigns, shall in no way relieve this Surety company of its obligations under its bonds, as set forth in the Contract Documents and Bonds pertaining to the above Projects.

IN WITNESS WHEREOF, the St. Paul Fire & Marine Insurance Company has caused this instrument to be executed on its behalf of its Attorney-In-Fact & Fla. Resident Agent and its duly authorized attorney in fact, and its corporate seal to be hereunto affixed, all on this 7th day of January 20 03

St. Paul Fire & Marine Insurance Company  
Surety Company

  
Benjamin H. French  
Attorney-in-Fact & Fla. Resident Agent

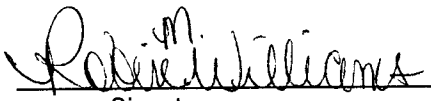
(Power of Attorney must be attached if executed by Attorney-In-Fact)

State of

County of

)ss  
)

The foregoing instrument was acknowledged before me this 7th day of January 2003, by Benjamin H. French, who is personally known to me or who has produced personally known as identification.

  
Signature

ROBIN M. WILLIAMS  
Notary Public, State of Florida  
My comm. exp. Jan. 15, 2005  
Comm. No. CC 993417

Print name: Robin M. Williams  
Notary Public in and for the County and  
State Aforementioned

My commission expires: 01-15-05



Seaboard Surety Company  
 St. Paul Fire and Marine Insurance Company  
 St. Paul Guardian Insurance Company  
 St. Paul Mercury Insurance Company

United States Fidelity and Guaranty Company  
 Fidelity and Guaranty Insurance Company  
 Fidelity and Guaranty Insurance Underwriters, Inc.

Power of Attorney No. 22290

Certificate No. 1143771

**KNOW ALL MEN BY THESE PRESENTS:** That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, and that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, and that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, and that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (*herein collectively called the "Companies"*), and that the Companies do hereby make, constitute and appoint

**Benjamin H. French**

**Gainesville**

**Florida**

of the City of \_\_\_\_\_, State \_\_\_\_\_, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety to, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and sealed this 4th day of December, 2000.

Seaboard Surety Company  
 St. Paul Fire and Marine Insurance Company  
 St. Paul Guardian Insurance Company  
 St. Paul Mercury Insurance Company

United States Fidelity and Guaranty Company  
 Fidelity and Guaranty Insurance Company  
 Fidelity and Guaranty Insurance Underwriters, Inc.



*John F. Phinney*

JOHN F. PHINNEY, Vice President

*Thomas E. Huibregtse*

THOMAS E. HUIBREGTSE, Assistant Secretary

State of Maryland  
 City of Baltimore

On this 4th day of December, 2000, before me, the undersigned officer, personally appeared John F. Phinney and Thomas E. Huibregtse, who acknowledged themselves to be the Vice President and Assistant Secretary, respectively, of Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, United States Fidelity and Guaranty Company, Fidelity and Guaranty Insurance Company, and Fidelity and Guaranty Insurance Underwriters, Inc.; and that the seals affixed to the foregoing instrument are the corporate seals of said Companies; and that they, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the names of the corporations by themselves as duly authorized officers.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 13th day of July, 2002.



*Rebecca Easley-Onokala*

REBECCA EASLEY-ONOKALA, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, United States Fidelity and Guaranty Company, Fidelity and Guaranty Insurance Company, and Fidelity and Guaranty Insurance Underwriters, Inc. on September 2, 1998, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that in connection with the fidelity and surety insurance business of the Company, all bonds, undertakings, contracts and other instruments relating to said business may be signed, executed, and acknowledged by persons or entities appointed as Attorney(s)-in-Fact pursuant to a Power of Attorney issued in accordance with these resolutions. Said Power(s) of Attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman, or the President, or any Vice President, or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the foregoing officers and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Attorney(s)-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and subject to any limitations set forth therein, any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is validly attached; and

**RESOLVED FURTHER**, that Attorney(s)-in-Fact shall have the power and authority, and, in any case, subject to the terms and limitations of the Power of Attorney issued them, to execute and deliver on behalf of the Company and to attach the seal of the Company to any and all bonds and undertakings, and other writings obligatory in the nature thereof, and any such instrument executed by such Attorney(s)-in-Fact shall be as binding upon the Company as if signed by an Executive Officer and sealed and attested to by the Secretary of the Company.

I, Thomas E. Huibregtse, Assistant Secretary of Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, United States Fidelity and Guaranty Company, Fidelity and Guaranty Insurance Company, and Fidelity and Guaranty Insurance Underwriters, Inc. do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I hereunto set my hand this 7th day of January, 2003.



*Thomas E. Huibregtse*

Thomas E. Huibregtse, Assistant Secretary

To verify the authenticity of this Power of Attorney, call 1-800-421-3880 and ask for the Power of Attorney clerk. Please refer to the Power of Attorney number, the above-named individuals and the details of the bond to which the power is attached.

**MATERIAL AND WORKMANSHIP BOND**  
**(10% of Final Contract Price)**

Bond # 400SK0870

**KNOW ALL MEN BY THESE PRESENTS:**

THAT WE Gibbs & Register, Inc., hereinafter referred to a "Principal" and St. Paul Fire & Marine Insurance Company, hereinafter referred to as "Surety" are held and firmly bound unto Seminole County, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY in the sum of ten percent (10%) of the Contract Price as adjusted under the Contract Documents \$41,019.80 for the payment of which we bind ourselves, heirs, executors, successors and assigns, jointly and severally, firmly by these presents-

WHEREAS, Principal has constructed certain improvements and other appurtenances in that certain Project described as CC-1184-02/BJC; Osceola Road Landfill Roadway, and

WHEREAS, the aforesaid improvements were made pursuant to an Agreement dated July 22, 2002, and filed with the Purchasing Division of Seminole County; and

WHEREAS, Principal is obligated to Protect the County against any defects resulting from faulty Materials or Workmanship of said improvements for a period of two (2) years from the date of Final Completion under the Contract Documents,

NOW THEREFORE, the conditions of this obligation is such that if Principal shall promptly and faithfully protect the County against any Defects resulting from faulty Materials and Workmanship of the aforesaid improvements for a period of two (2) years from the date of Final Completion, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

The County shall notify the Principal in writing of any Defect for which the Principal is sponsible and shall specify in said notice a reasonable period of time within which Principal shall have to correct said Defect.

The Surety unconditionally covenants and agrees that if the Principal fails to perform, within the time specified, the Surety, upon thirty (30) days written notice from County, or its authorized agent or officer, of the failure to perform will correct such Defect or Defects and pay the cost thereof, including, but not lirnited to engineering, legal and contingent cost. Should the Surety fail or refuse to correct said Defects, the COUNTY, in view of the public interest, health, safety, welfare and factors involved, shall have the right to resort to any and all legal remedies against the Principal and Surety and either, both at law and in equity, including specifically, specific performance to which the Principal and Surety unconditionally agree.

The Principal and Surety further jointly and severally agree that the COUNTY at its option, shall have the right to correct said Defects resulting from faulty Materials or Workmanship, or, pursuant to public advertisement and receipt of Bids, cause to be corrected any Defects or said Defects in case the Principal shall fail or refuse to do so, and in the event the COUNTY should exercise and give effect to such right, the Principal and the Surety shall jointly and severally hereunder reimburse the COUNTY the total cost thereof, including, but not limited to, engineering, legal and contingent cost, together with any damages either direct or consequent which may be sustained on account of the failure of the Principal to correct said defects.

MAINTENANCE BOND  
 01/31/2002 CC-1184-02/BJC; Osceola Road Landfill Roadway

00620-1

IN WITNESS WHEREOF, the Principal and the Surety have executed this Bond this 7th  
day of January, 2003

Address;

438 N. Dillard St.

Winter Garden, FL 34787

Gibbs & Register, Inc. (SEAL)  
Principal

By:

John W. Gibbs  
Its: PRESIDENT

(If a Corporation) JOHN W. GIBBS

ATTEST:

Joanne G. Register  
Its: SECRETARY/TREASURER

(If a Corporation) JOANNE G. REGISTER

Address:

P.O. Box 90027

Gainesville, FL 32607

St. Paul Fire & Marine Insurance Company (SEAL)

By:

Benjamin H. French  
Surety

Its Attorney-in-Fact & Fla. Resident Agent

Phone No. 352-374-7779

Fax No. 352-374-8179

ATTEST:

Robert Williams

Note: Date of the Bond must not be prior to the date of Final Completion. If Principal is a partnership, all partners shall execute the Bond. If Principal is a joint venture, then all venturers shall execute the Bond.

Attach a certified copy of Power-of-Attorney appointing individual Attorney-in-Fact for execution of this Maintenance Bond on behalf of Surety,

MAINTENANCE BOND

01/31/2002 CC-1184-02/BJC; Osceola Road Landfill Roadway

00620-2

Seaboard Surety Company  
 St. Paul Fire and Marine Insurance Company  
 St. Paul Guardian Insurance Company  
 St. Paul Mercury Insurance Company

United States Fidelity and Guaranty Company  
 Fidelity and Guaranty Insurance Company  
 Fidelity and Guaranty Insurance Underwriters, Inc.

Power of Attorney No. 22290

Certificate No. 1143770

**KNOW ALL MEN BY THESE PRESENTS:** That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, and that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, and that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, and that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (*herein collectively called the "Companies"*), and that the Companies do hereby make, constitute and appoint

**Benjamin H. French**

**Gainesville**

**Florida**

of the City of \_\_\_\_\_, State \_\_\_\_\_, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety to, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and sealed this 4th day of December, 2000

Seaboard Surety Company  
 St. Paul Fire and Marine Insurance Company  
 St. Paul Guardian Insurance Company  
 St. Paul Mercury Insurance Company

United States Fidelity and Guaranty Company  
 Fidelity and Guaranty Insurance Company  
 Fidelity and Guaranty Insurance Underwriters, Inc.



*John F. Phinney*  
 JOHN F. PHINNEY, Vice President

*Thomas E. Huibregtse*  
 THOMAS E. HUIBREGTSE, Assistant Secretary

State of Maryland  
 City of Baltimore

On this 4th day of December, 2000, before me, the undersigned officer, personally appeared John F. Phinney and Thomas E. Huibregtse, who acknowledged themselves to be the Vice President and Assistant Secretary, respectively, of Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, United States Fidelity and Guaranty Company, Fidelity and Guaranty Insurance Company, and Fidelity and Guaranty Insurance Underwriters, Inc.; and that the seals affixed to the foregoing instrument are the corporate seals of said Companies; and that they, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the names of the corporations by themselves as duly authorized officers.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 13th day of July, 2002.



*Rebecca Easley-Onokala*  
 REBECCA EASLEY-ONOKALA, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, United States Fidelity and Guaranty Company, Fidelity and Guaranty Insurance Company, and Fidelity and Guaranty Insurance Underwriters, Inc. on September 2, 1998. which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that in connection with the fidelity and surety insurance business of the Company, all bonds, undertakings, contracts and other instruments relating to said business may be signed, executed, and acknowledged by persons or entities appointed as Attorney(s)-in-Fact pursuant to a Power of Attorney issued in accordance with these resolutions. Said Power(s) of Attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman, or the President, or any Vice President, or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the foregoing officers and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Attorney(s)-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and subject to any limitations set forth therein, any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is validly attached; and

**RESOLVED FURTHER**, that Attorney(s)-in-Fact shall have the power and authority, and, in any case, subject to the terms and limitations of the Power of Attorney issued them, to execute and deliver on behalf of the Company and to attach the seal of the Company to any and all bonds and undertakings, and other writings obligatory in the nature thereof, and any such instrument executed by such Attorney(s)-in-Fact shall be as binding upon the Company as if signed by an Executive Officer and sealed and attested to by the Secretary of the Company.

I, Thomas E. Huibregtse, Assistant Secretary of Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, United States Fidelity and Guaranty Company, Fidelity and Guaranty Insurance Company, and Fidelity and Guaranty Insurance Underwriters, Inc. do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I hereunto set my hand this 7th day of January, 2003.



*Thomas E. Huibregtse*

Thomas E. Huibregtse, Assistant Secretary

To verify the authenticity of this Power of Attorney, call 1-800-421-3880 and ask for the Power of Attorney clerk. Please refer to the Power of Attorney number, the above-named individuals and the details of the bond to which the power is attached.

# CERTIFICATE OF ENGINEER

Agreement Title: OSCEOLA ROAD LANDFILL ROADWAY

County Contract No.: CC-1184-02/BJC

Agreement Date: 7/22/02

Project: OSCEOLA ROAD LANDFILL ROADWAY

## CERTIFICATE OF ENGINEER

I certify that the Work under the above named Agreement has been satisfactorily completed under the terms of the Contract Documents that the Project is recommended for occupancy by the County; that the CONTRACTOR has submitted satisfactory evidence that he has paid all labor, materials and other charges against the Project in accordance with the terms of the Contract Documents.

Agreement Date: 7/22/02

CONTRACTOR's Notice to Proceed: 8/9/02

Days allowed by Agreement: 120 CALENDAR DAYS

Extensions granted by C.O.: 37 Days

Scheduled Completion Date: 1/30/03

Work began: 8/26/02


Project Substantially Completed: 12/02/02

Days to complete: 98

Underrun: (80,802.00)

Overrun: N.A.

JANUARY 9, 2003  
Date

  
Engineer

**CERTIFICATE OF FINAL COMPLETION**

Agreement Title: OSCEOLA ROAD LANDFILL ROADWAY

County Contract No: CC-1184-02/BJC

Project: OSCEOLA ROAD LANDFILL ROADWAY

Contractor: GIBBS & REGISTER, INC.

Agreement for: ROADWAY CONSTRUCTION

Agreement date: 07/22/02

This Certificate of Final Completion applies to all work under the Contract Documents

To: METRIC ENGINEERING, INC.

Engineer

To: GIBBS & REGISTER, INC.

Contractor

To: \_\_\_\_\_

Seminole County Board of County Commissioners

The Work to which this Certificate applies has been inspected by authorized representatives of CONTRACTOR, and ENGINEER, and that Work is hereby declared to be finally complete in accordance with the Contract Documents on:

Date of Final Completion:

1-27-03



This certificate constitutes an acceptance of Work excepting latent defects, warranty work, maintenance, and other post Final Completion obligations of the CONTRACTOR under the Contract Documents.

Executed by ENGINEER ON Feb. 25, 2003

AL Tehrani, PE, METRIC Engineering  
ENGINEER

BY: Al - Tehrani

CONTRACTOR accepts this certificate of Final Completion on 2-25, 2003.

GIBBS & REGISTER, INC.

CONTRACTOR

BY: John W. Gibbs

JOHN W. GIBBS, PRESIDENT

COUNTY accepts this Certificate of Final Completion on \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

BOARD OF COUNT COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

BY: \_\_\_\_\_, Chairman

Clerk of the Board of  
County Commissioners of  
Seminole County, Florida

Date: \_\_\_\_\_

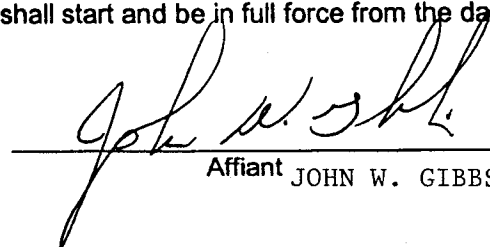
CONTRACTOR'S RELEASE

Agreement Title: OSCEOLA ROAD LANDFILL ROADWAY County Contract No.: CC-1184-02/BJC

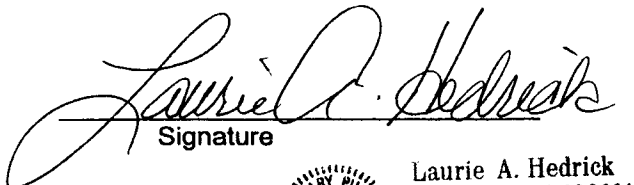

Note: This CONTRACTOR's Release must be submitted simultaneously with the CONTRACTOR's request for Final Payment and Subcontractor Affidavits.

BEFORE ME, the undersigned authority is said County and State, appeared JOHN W. GIBBS who, being duly sworn and personally know to me, deposes and says that he/she is PRESIDENT of GIBBS & REGISTER, INC., a company and/or corporation authorized to do business under the laws of Florida, which is the CONTRACTOR on OSCEOLA RD LANDFILL ROADWAY, located in Seminole County, Florida, dated the 22ND day of JULY, 2002, that the deponent is duly authorized to make this affidavit by resolution of the Board of Directors of said company and/or corporation; that deponent knows of their own knowledge that said Agreement has been complied with in every particular by said CONTRACTOR and that all parts of the Work have been approved by the COUNTY's Engineer; that there are no bills remaining unpaid for labor, Materials, or otherwise, in connection with said Agreement and Word, and that there are no suits pending against the undersigned as CONTRACTOR or anyone in connection with the Work done and Materials furnished or otherwise under this Agreement. Deponent further says that the final estimate in the amount of \$ 410,198.00 which has been submitted to the COUNTY simultaneously with the making of this affidavit constitutes all claims and demands against the COUNTY on account of said Agreement or otherwise, and that acceptance of the sum specified in said final estimate in the amount of \$ 41,019.80 will operate as a full and final release and discharge of the COUNTY from any further claims, demands or compensation by CONTRACTOR under the above Agreement. Deponent further agrees that all guarantees under this Agreement shall start and be in full force from the date of this release as spelled out in the Contract Documents.

State of FLORIDA )  
 ) ss  
County of ORANGE )

  
Affiant JOHN W. GIBBS, PRESIDENT

The foregoing instrument was acknowledged before me this 9TH day of JANUARY, 2003, by JOHN W. GIBBS, who is personally known to me or who has produced \_\_\_\_\_ as identification.

  
Signature  
  
Laurie A. Hedrick  
Commission # CG 825664  
Expires May 31, 2003  
Bonded Thru  
Atlantic Bonding Co., Inc.

Print name: LAURIE A. HEDRICK  
Notary Public in and for the County and  
Sate Aforementioned

My commission expires: 5/31/03

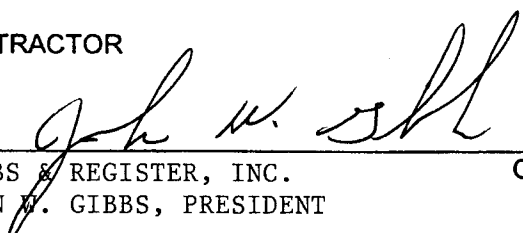
## SEMINOLE COUNTY CERTIFICATE OF FINAL INSPECTION

Agreement Title: OSCEOLA ROAD LANDFILL ROADWAYCOUNTY Contract No. CC-1184-02/BJCTo: CONTRACTOR GIBBS & REGISTER, INC.Project Manager JOHN E. RODRIGUEZ

A joint inspection of the Work described in the Contract Documents has been made by the COUNTY and the CONTRACTOR on 1-27-03 in accordance with Section 14 of the General Conditions, and is accepted by the COUNTY, subject to the provisions of subsection 13.11 of the General Conditions, or for a period of warranty as otherwise agreed upon and attached.

Accepted by:

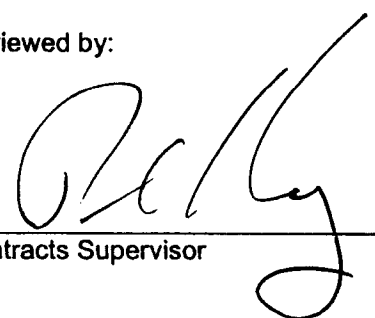
CONTRACTOR

  
GIBBS & REGISTER, INC.  
JOHN W. GIBBS, PRESIDENT

Contractor by

  
Engineer by

Reviewed by:

  
Contracts Supervisor2 July 2003  
Date